

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

TRUSTEES OF IBEW LOCAL
508 PENSION FUND; ET AL.

Plaintiffs,

v.

RABEY ELECTRIC
COMPANY, INC.,

Defendant.

CIVIL ACTION
FILE NO. 4:13-cv-00264-BAE-GRS

CONSENT ORDER

The Plaintiffs filed this lawsuit to collect past due fringe benefit contributions that are owed pursuant to a collective bargaining agreement between IBEW Local Union 508 and Rabey Electric Company, Inc. ("Rabey "). Rabey acknowledges this Court has subject matter jurisdiction for this action pursuant to the Employee Retirement Income Security Act (ERISA), and in particular, 29 U.S.C. §§1132 and 1145. Rabey also acknowledges the plaintiffs are fiduciaries under the meaning of 29 U.S.C. §1002 and that Rabey Electric is an employer engaged in an industry affecting commerce and is obligated to remit contributions to the IBEW Local 508 Fringe Benefit Trust Funds. Rabey is bound to the trust agreements governing the administration of the Plans and further

acknowledges that Rabey failed to timely furnish to the Plans monthly contribution payments.

Rabey acknowledges that contributions are past due for April, May, June, July, August, October, and December, 2013 and January 2014. The total principal amount due for past due fringe benefit contributions for April, May, June, July, August and October, 2013 is \$338,782.56. Interest was assessed in the amount due of \$19,584.03. The amount assessed for attorney fees and litigation expenses is \$9,071.96 pursuant to ERISA, 29 U.S.C. §1132(g)(2). The total amount due for April, May, June, July, August and October, 2013 is \$367,438.55. Liquidated damages based on this amount is \$50,016.45 (which is 20% of the principal amount due for Pension Fund and Welfare Fund contributions pursuant to 29 U.S.C. §1132(g)(2) and the Plans' Declarations of Trust) will be waived unless Rabey Electric defaults on payments due pursuant to this Consent Order.

The parties agree Rabey shall remit monthly payments in the amount of \$31,624.12 each month for twelve (12) months by the thirtieth (30th) day of each month beginning with April 30, 2014 until March 30, 2015 for Rabey's contributions which are past due for April, May, June, July, August, and October 2013. No later than March 21, 2014, Rabey shall remit the contributions for December 2013 and January 2014. Any COBRA contributions which Rabey has paid on or after January 2014 shall be retained by the IBEW Local 508 Health and

Welfare Plan to be credited to Rabey's past due amounts or to interest. Rabey is required pursuant to the terms of this Consent Order to remit its monthly contributions for work performed in each month on and after February 1, 2014 by the thirtieth (30th) day of the next month.


Rabey shall send its payment each month so it is received on or before the due date to the Georgia Receiving and Administration Fund, P. O. Box 16148, Savannah, GA 31416 in a check payable to the Georgia Receiving and Administration Fund. A copy of each payment shall be sent to Tessa A. Warren, Esq., Quinn, Connor, Weaver, Davies & Rouco LLP, and 3516 Covington Highway, Decatur, GA 30032.

If Rabey pays the amounts due sooner than scheduled, interest will be adjusted to reduce the amount of the final payments. If Rabey defaults in making timely payments as described in this Consent Order, the plaintiffs shall be entitled to accelerate the remaining amount owed including liquidated damages due under this Consent Order after sending a ten (10) day notice by e-mail, facsimile, or regular mail to Rabey Electric at: Dana F. Braun, Esq., Callaway, Braun, Riddle & Hughes, P.C., P. O. Box 9140, Savannah, GA 31412; dbraun@cbrhlaw.com. Notice shall be effective upon sending it by U.S. mail, facsimile copier, or by e-mail.

The entire amount owed at the time of default plus attorney's fees, interest, litigation expenses, and liquidated damages on the remaining principal amount shall be due and payable and a judgment shall then issue upon application of the plaintiffs.

If the Court receives no motion to vacate this Order within ninety (90) days of the date of the Order, this action shall be administratively closed. Although this case shall be administratively closed, the parties may seek relief under this Order if the conditions precedents are satisfied prior to seeking relief.

ORDERED this the 16 day of July, 2014.


B. AVANT EDENFIELD,
UNITED STATES DISTRICT JUDGE

AGREED:

FOR THE PLAINTIFFS:

S/TESSA A. WARREN

TESSA A. WARREN, ESQ.

Georgia Bar No. 435157

Norman J. Slawsky, Esq.

Georgia Bar No. 652225

QUINN, CONNOR, WEAVER,

DAVIES & ROUCO LLP

3615 Covington Highway

Decatur, GA 30032

E-mail: twarren@qcwdr.com

E-mail: nslawsky@gmail.com

(404) 299-1211 x25

(404) 299-1288-fax

FOR THE DEFENDANT:

S/DANA F. BRAUN

Signed with express permission

by Tessa A. Warren

DANA F. BRAUN, Esq.

Georgia Bar No. 078512

Callaway, Braun, Riddle & Hughes,
P.C.

P. O. Box 9140

Savannah, GA 31412

E-mail: dbraun@cbrhlaw.com

(912) 238-2750

(921) 238-2767- fax